

CENTURYLINK
1600 7th Avenue, Room 1506
Seattle, Washington 98191
(206) 733-5178
Facsimile (206) 343-4040

Maura E. Peterson
Paralegal
Regulatory Law

RECEIVED

2012 OCT -9 AM 11:00

IDAHO PUBLIC
UTILITIES COMMISSION



CenturyLink™

Via Overnight delivery

October 5, 2012

Jean Jewell, Secretary
Idaho Public Utilities Commission
472 West Washington Street
P.O. Box 83720
Boise, Idaho 83720-0074

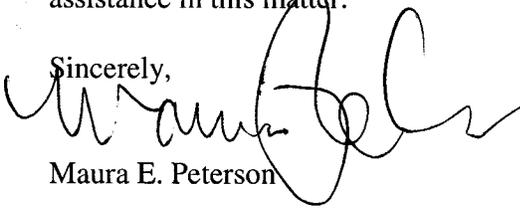
Re: Case No. QWE-T-05-24
Application for Approval of Amendment to the Interconnection Agreement
Red-Ban Communications LLC d/b/a NextPhone

Dear Ms. Jewell:

Enclosed for filing with this Commission on behalf of Qwest Corporation d/b/a Centurylink is an original and three (3) copies of the Application for Approval of Amendment to the Interconnection Agreement. CenturyLink respectfully requests that this matter be placed on the Commission Decision Meeting Agenda for expedited approval.

Please contact me if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Sincerely,


Maura E. Peterson

mep
Enclosure
cc: Service list

Lisa A. Anderl (WSBA# 13236)
CenturyLink
1600 7th Ave, Room 1506
Seattle, WA 98191
Telephone: (206) 733-5178
Facsimile: (206) 343-4040

RECEIVED
2012 OCT -9 AM 11:01
IDAHO PUBLIC
UTILITIES COMMISSION

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

**APPLICATION OF QWEST
CORPORATION D/B/A CENTURYLINK
FOR APPROVAL OF AN
INTERCONNECTION AGREEMENT
PURSUANT TO 47 U.S.C. §252(e)**

CASE NO.: QWE-T-05-24

**APPLICATION FOR APPROVAL OF
AMENDMENT TO THE
INTERCONNECTION AGREEMENT**

Qwest Corporation d/b/a CenturyLink QC ("CenturyLink") hereby files this Application for Approval of Amendment to the Interconnection Agreement ("Amendment"), which was approved by the Idaho Public Utilities Commission on January 6, 2006 (the "Agreement"). The Amendment with Red-Ban Communications, LLC d/b/a NextPhone ("NextPhone") is submitted herewith.

This Amendment was reached through voluntary negotiations without resort to mediation or arbitration and is submitted for approval pursuant to Section 252(e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act").

Section 252(e)(2) of the Act directs that a state Commission may reject an amendment reached through voluntary negotiations only if the Commission finds that: the amendment (or portion(s) thereof) discriminates against a telecommunications carrier not a party to this agreement; or the implementation of such an amendment (or portion) is not consistent with the public interest, convenience and necessity.

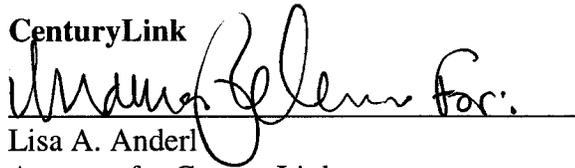
CenturyLink respectfully submits this Amendment provides no basis for either of these findings, and, therefore requests that the Commission approve this Amendment expeditiously. This Amendment is consistent with the public interest as identified in the pro-competitive policies of the State of Idaho, the Commission, the United States Congress, and the Federal Communications Commission. Expeditious approval of this Amendment will enable NextPhone

to interconnect with CenturyLink facilities and to provide customers with increased choices among local telecommunications services.

CenturyLink further requests that the Commission approve this Amendment without a hearing. Because this Amendment was reached through voluntary negotiations, it does not raise issues requiring a hearing and does not concern other parties not a party to the negotiations. Expeditious approval would further the public interest.

Respectfully submitted this 5th day of October, 2012.

CenturyLink

A handwritten signature in black ink, appearing to read "Lisa A. Anderl", is written over a horizontal line.

Lisa A. Anderl
Attorney for CenturyLink

CERTIFICATE OF SERVICE

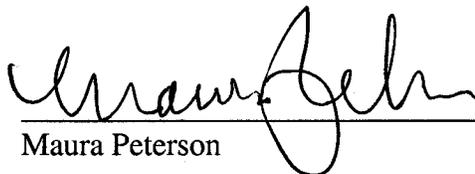
I hereby certify that on this 5th day of ~~June~~ October, 2012, I served the foregoing **APPLICATION FOR APPROVAL OF AMENDMENT TO THE INTERCONNECTION AGREEMENT** upon all parties of record in this matter as follows:

Jean Jewell, Secretary
Idaho Public Utilities Commission
472 West Washington Street
P.O. Box 83720
Boise, Idaho 83720-0074
jjewell@puc.state.id.us

- Hand Delivery
- U. S. Mail
- Overnight Delivery
- Facsimile
- Email

Rich Redman
Albion Telephone Company
P.O. Box 14
Albion, ID 83311

- Hand Delivery
- U. S. Mail
- Overnight Delivery
- Facsimile
- Email



Maura Peterson

nextph:ne™

digital voice telephone service

September 13, 2012

CenturyLink
Attn: Director Interconnection
1801 California, #2410
Denver, CO 80202

CenturyLink Legal Department
Attn: Corporate Counsel – Interconnection
1801 California, 10th Floor
Denver, CO 80202

Re: Assignment of Albion Telephone Company dba ATC Communications Qwest Contract
Number: CDS-051129-0004 to Red-Ban Communications dba Nextphone.

Dear Sir/Madam:

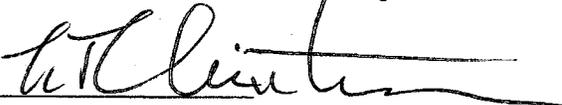
This Asset Purchase made and entered into as of the 2nd day of May, 2009 is by and among Albion Telephone Company, Inc. dba ATC Communications (Seller), Red-Ban Communication, LLC dba Nextphone (Purchaser), Rich Redman (Redman), Redman Wireless, LLC, (Redman Wireless) and FVT Communications, LLC (FVT and together with Redman Wireless, the Members, the sole members of the Purchaser). Seller hereby agrees to grant, sell, transfer, convey, assign and deliver to Purchaser, and Purchaser agrees to purchase, acquire, and accept from seller, all described assets of Seller, wherever located, and whether or not carried or reflected on the books and records of Seller. Red-Ban Communications dba Nextphone is assuming all rights and obligations of the interconnection agreement.

If any additional information is needed, contact me at 208-673-5335 or rich@atcnet.net.

Sincerely,



Title: Vice President/General Manager



CenturyLink consents to the above request

**ICC VoIP Amendment
to the Interconnection Agreement between
Qwest Corporation dba CenturyLink QC
and**

**Red-Ban Communications, LLC dba Nextphone (fka Albion Telephone Company (ATC))
for the State of Idaho**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and Red-Ban Communications, LLC dba Nextphone (fka Albion Telephone Company (ATC)) ("CLEC"). CenturyLink and CLEC shall be known jointly as the "Parties".

RECITALS

WHEREAS, Red-Ban Communications, LLC and Qwest Corporation entered into an Interconnection Agreement, for service in the State of Idaho, that was approved by the Commission in January 2006 ("Agreement"); and

WHEREAS, an Assignment (Asset Purchase), effective in 2009, by and among Albion Telephone Company, Inc. dba ATC Communications (Seller) and Red-Ban Communications, LLC dba Nextphone (Purchaser); whereas, Red-Ban Communications, LLC dba Nextphone assumed all rights and obligations of the Interconnection Agreement; and

WHEREAS, the Federal Communications Commission in Docket No. 01-92, *In the Matter of Developing a Unified Intercarrier Compensation Regime*, issued an order that affects the Parties rights and obligations with respect to the exchange of VoIP traffic between CLEC providers and LECs in addition to revised call signaling rules effective December 29, 2011 ("FCC Order" or "Order"); and

WHEREAS, the Parties agree to amend the Agreement in response to the FCC Order with the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Agreement is hereby amended by replacing and adding terms, conditions, and rates as set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein by this reference. The provisions included in Attachment 1 are intended to supersede and replace the same-numbered provisions in the Agreement and be added to the Agreement to the extent that the applicable numbered provision is not currently in the Agreement.

By signature on this Amendment, CLEC has elected to modify existing contract terms in order to implement the applicable provisions of the above mentioned Order.

Effective Date

This Amendment shall be deemed effective upon Commission approval; however, pursuant to the Parties Agreement change in law language, the Parties agree to implement the provisions of this Amendment as of December 29, 2011.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, which may be in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**Red-Ban Communications, LLC
dba Nextphone**

DocuSigned by:
Rich Redman
CA8D49173E63462...

Signature

Rich Redman
Name Printed/Typed

Vice President
Title

10/1/2012

Date

Qwest Corporation dba CenturyLink QC

05E9FC68BD57454...
L T Christensen
DocuSigned By: L T Christensen

Signature

L.T. Christensen
Name Printed/Typed

Director – Wholesale Contracts
Title

10/1/2012

Date

Attachment 1 ICC Voice over Internet Protocol (VoIP) Amendment

Notwithstanding anything set forth in the Agreement to the contrary, the following terms and provisions shall govern the intercarrier compensation between the Parties for the exchange of VoIP-PSTN Traffic.

Section 4.0 - DEFINITIONS

"VoIP-PSTN Traffic" includes any traffic previously referred to in the Agreement as "VoIP" or "VoIP Traffic" or "IP Enabled Voice Traffic", and is defined as traffic which is exchanged between a CenturyLink end user and the CLEC end user in Time Division Multiplexing ("TDM") format that originates and/or terminates in Internet Protocol ("IP") format, as determined in the Order, and terminates to a Party's End User Customer.

"Local VoIP-PSTN Traffic" is VoIP-PSTN Traffic that physically originates and terminates within the Local Calling Area as determined by the Commission.

"Toll VoIP-PSTN Traffic" is VoIP-PSTN Traffic that physically originates and terminates in different Local Calling Areas as determined by the Commission.

Section 7.0 – INTERCONNECTION

7.2 Exchange of Traffic

7.2.1.3 Local VoIP-PSTN Traffic and Toll VoIP-PSTN Traffic may be exchanged under this Agreement.

7.2.1.3.1 Switched Access Traffic, including but not limited to InterLATA Traffic, other than Toll VoIP-PSTN Traffic or Jointly Provided Switched Access Traffic, may not be exchanged under this Agreement. In the event CLEC routes InterLATA Traffic to CenturyLink in violation of this section, CenturyLink shall be entitled to seek injunctive relief and to recover damages, including without limitation, compensation for such traffic at the rate that is then applicable to such access traffic.

7.3 Intercarrier Compensation

7.3.8 Signaling Parameters: CenturyLink and CLEC are required to provide each other the proper signaling information (e.g., originating Calling Party Number (CPN), Charge Number (ChN) and destination called party number, etc.) as required by Applicable Law and further clarified by the FCC Order to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided unchanged including CPN, calling party category, ChN and Originating Line Information Parameter (OLIP) on all calls. All privacy indicators will be honored. The ChN is to be passed unaltered in SS7 signaling fields where it is different than CPN; ChN must not be populated with a number associated with an intermediate switch, platform, or gateway, or other number that designates anything other than a calling party's charge number; and if MF signaling is used by the CLEC then the ChN must be included in the ANI field if different from the CPN. Where SS7 connections exist, each Party shall pass all CCS signaling parameters, where available, on each call carried over Interconnection trunks. If either Party fails to provide valid originating information such traffic will be billed as Intrastate Switched Access when the calls traverse an interconnection trunk. The Parties will coordinate and

exchange data as necessary to determine the cause of the CPN/ChN failure and to assist its correction.

7.3.10 VoIP-PSTN Traffic

7.3.10.1 Local VoIP-PSTN Traffic

7.3.10.1.1 CLEC and CenturyLink will exchange Local VoIP-PSTN Traffic on the same basis and at the same rates as Exchange Service (EAS/Local) Traffic and such Local VoIP-PSTN Traffic will be identified as such by using the originating and terminating call detail information of each call unless the Parties specifically agree otherwise. This call jurisdiction method described herein is intended by the Parties as a proxy to determine the jurisdiction of a call, i.e., the actual geographic end points of the call, and the Parties acknowledge that there may be some circumstances where the actual geographic end points of a particular call may be difficult or impossible to determine. At any time during the term of this Agreement, CLEC and CenturyLink may agree on alternate methods to establish call jurisdiction based on regulatory or technological evolution. The Parties agree that it is in the best interest of both Parties to work together in an effort to continue to improve the accuracy of jurisdictional data and such efforts shall not be reasonably withheld by either Party.

7.3.10.2 Toll VoIP-PSTN Traffic

7.3.10.2.1 CLEC and CenturyLink will exchange Toll VoIP-PSTN Traffic at each Party's interstate access rates and such Toll VoIP-PSTN Traffic will be identified as InterLATA Traffic or IntraLATA Toll Traffic by using the originating and terminating call detail information of each call unless the Parties specifically agree otherwise. This call jurisdiction method described herein is intended by the Parties as a proxy to determine the jurisdiction of a call, i.e., the actual geographic end points of the call, and the Parties acknowledge that there may be some circumstances where the actual geographic end points of a particular call may be difficult or impossible to determine. At any time during the term of this Agreement, CLEC and CenturyLink may agree on alternate methods to establish call jurisdiction based on regulatory or technological evolution. The Parties agree that it is in the best interest of both Parties to work together in an effort to continue to improve the accuracy of jurisdictional data and such efforts shall not be reasonably withheld by either Party.

7.3.10.2.1.1 InterLATA Traffic which is Toll VoIP-PSTN Traffic will be exchanged at each Party's interstate access tariff rates. Any Transit Traffic which is both interLATA and Toll VoIP-PSTN will be exchanged at each Party's interstate switched access service rates. InterLATA Traffic which is not Toll VoIP-PSTN Traffic shall be subject to 7.2.1.3.1.

7.3.10.2.1.2 IntraLATA Toll Traffic which is Toll VoIP-PSTN Traffic will be exchanged at each Party's interstate access tariff rates. Both Parties will use the Local Interconnection Service Percent VoIP Usage (LIS-PVU) factor in Exhibit A to determine the amount of IntraLATA Toll Traffic that shall be deemed as Toll VoIP-PSTN Traffic. The Parties shall also apply the LIS-PVU factor to any Transit Traffic which is IntraLATA Toll Traffic, which shall be exchanged at

interstate switched access tariff rate. The LIS-PVU factor may be updated by a further Amendment mutually negotiated by the Parties.

7.3.10.2.1.2.1 The LIS-PVU factor shall be the percentage of total terminating IntraLATA Toll Traffic which is Toll VoIP-PSTN Traffic, that in the absence of such LIS-PVU, would be billed at intrastate access rates. The LIS-PVU factor shall be based on information such as the number of the CLEC's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information which will be exchanged by the Parties.

7.3.10.2.1.3 The portion of LIS facilities used for Toll VoIP-PSTN Traffic will be billed at CenturyLink's interstate access tariff rates after the application of Relative Use Factor. CenturyLink will use the Local Interconnection Service Facilities Percent VoIP Usage (LIS-Facility-PVU) factor in Exhibit A to determine the portion of Entrance Facility, Direct Trunk Transport, and MUX that shall be deemed the portion of the facility used to carry Toll VoIP-PSTN Traffic.

7.3.10.2.1.3.1 The LIS-Facility-PVU factor shall be the percentage of the total traffic CLEC routes to CenturyLink for termination which is Toll VoIP-PSTN Traffic. The CLEC shall determine their Toll VoIP-PSTN Traffic based on information such as the number of the CLEC's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information which the Parties will exchange.

7.3.10.2.1.4 CenturyLink shall provide billing adjustments on a quarterly basis until such time as billing system modifications can be implemented to apply the applicable rate to all Toll VoIP-PSTN Traffic on an automated basis. These adjustments shall not be treated as billing errors under PID/PAP.

7.3.10.2.1.5 Any factors established by the Parties for the previous sections of 7.3.10.2 shall be based on the particular characteristics of the traffic exchanged within the State between CLEC and CenturyLink and shall not be subject to adoption by anyone not a Party to this Agreement, or apply to any other service areas.

ICC VoIP Amendment Exhibit A

Amendment			EAS / Local Traffic Reciprocal Compensation Election				Notes		
			Bill and Keep						
			Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC	
7.12	Toll VoIP-PSTN Traffic								
	7.12.1	Toll VoIP-PSTN Traffic	CenturyLink's Interstate Access Tariff	CenturyLink's Interstate Access Tariff					
	7.12.2	Local Interconnection Service VOIP Percent of IntraLATA Usage (LIS-PVU)	100%	100%		3	3		
	7.12.3	Local Interconnection Service VOIP Percent of Facilities (LIS-Facility-PVU)	50%	50%		3	3		
NOTES:									
	3	ICB, Individual Case Basis							